

Minutes  
Catawba County Board of Commissioners  
Regular Session, Monday, September 15, 2003, 7:00 p.m.

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The Catawba County Board of Commissioners met in regular session on Monday, September 15, 2003, 7:00 p.m., at the 1924 Courthouse, Robert E. Hibbitts Meeting Room, 30 North College Avenue, Newton, North Carolina.

Present were Chair Katherine W. Barnes, Vice-Chairman Dan A. Hunsucker, Commissioners Glenn E. Barger, Barbara G. Beatty, and Lynn M. Lail.

Absent: N/A

A quorum was present.

Also present were County Manager/Deputy Clerk J. Thomas Lundy, Assistant County Manager Mick W. Berry, County Attorney Robert Oren Eades, Staff Attorney Debra Bechtel, and County Clerk Thelda B. Rhoney.

1. Chair Barnes called the meeting to order at 7:00 p.m.
2. Commissioner Hunsucker let in the Pledge of Allegiance to the Flag.
3. Invocation offered by Commissioner Lail.
4. Commissioner Hunsucker made a motion to approve the Minutes from Regular Session and Closed Session of Tuesday, September 2, 2003. The motion carried unanimously.
5. Recognition of Special Guests.
  - a. Chair Barnes recognized Former Chairman of Catawba County Commissioners Robert E. Hibbitts and Hickory Public Schools Board of Education Member Sarah Talbert.
6. Public Comment for items not on the agenda. None.
7. Public Hearing:
  - a. Off-premise signs (Billboards).

County Planner Mary K. George reviewed the proposed ordinance amendments to Article XV, Section 44-959 regarding off-premise signs (billboards), and she reviewed the current billboard applications and a comparison chart of local jurisdiction's billboard regulations. The issue of billboards was raised by the public during the County's small area plan process. The Sherrills Ford plan, which was adopted in February 2003, specifically stated that billboards should be prohibited from the Hwy. 150 corridor. The concern was the appearance of this highway since it is an entranceway into the community. Other committees expressed their desire for stricter sign regulations in their commercial corridors. Many jurisdictions across the State have identified road corridors where the community wants billboards to be removed. In these cases, they have used a tool called amortization which allows a period of time where billboard companies can receive an economic return for their investment in a billboard before they are required to have them removed. Courts have favorably ruled a period of 7-10 years for signs to be amortized as a reasonable time frame for local governments to mandate. In this past session of the General Assembly, a bill was introduced which would have required local governments to pay for the removal of nonconforming uses such as billboards. This bill passed the House but did not move out of a Senate subcommittee. Instead, a substitute bill, House Bill 754 was ratified which placed a moratorium on amortization of billboards by a local government until a study is done of the issue. This further limits local governments authority to regulate billboards such that any billboard now installed cannot be removed unless payment is made to the owner by the local government.

The County's sign ordinance addresses regulations for off-premise (billboards) and on-premise signs. On-premise signs advertise the business on the property where the sign is located. Off-premise signs advertise for businesses or services not located on that tract of land. The current off-premise sign ordinance allows billboards in commercial and industrial districts only. An applicant applies for a zoning permit for an off-premise-sign, which is administratively approved if the conditions of the ordinance are met. These conditions require off-premise signs to be located a minimum of 100 feet from any residential area, park, school, hospital, sanitarium, etc. They must also be 1000 feet apart from each other along Federal Aid Primary highways (I-40 and Hwy. 16 North) and 500 feet apart for

signs on opposite sides of the right-of-way. The distance between off-premises signs in all other circumstances is 750 feet between signs on the same side of the right of way and 375 feet on opposite sides of the right-of-way.

In order to gain input from the billboard industry regarding trends and zoning standards, a Billboard Stakeholders meeting was held on August 14. Representatives from three major billboard companies (American Advertising Consultants, Signs 'R Us and Lamar Outdoor Advertising) and small area plan committee members were invited. Only one billboard company, Lamar, attended the meeting along with small area plan committee members. Discussion at this meeting centered on standards which could be used in revising the County's ordinance. Lamar representatives agreed that smaller poster sizes, such as 250 square feet, would be less intrusive in the community. They also stated that lighting, poster material and color of construction materials could be addressed. In terms of setbacks and distances from other billboards, they agreed that there could be additional setbacks from what the County currently has in its ordinance.

Ms. George reviewed a chart showing several jurisdiction's requirements for the districts where billboards are allowed. Staff proposed several amendments to the County's Off-Premise Sign ordinance. In order to address community concerns as identified in the small area plans, staff recommended higher standards for the placement of billboards. The proposed amendments were submitted to representatives of Lamar Outdoor Advertising for their review and comments. They indicated that they could support the proposed amendments. Following are the changes to the ordinance which were proposed by staff:

1. Reduce the maximum poster size from 300 square feet to 250 square feet;
2. Allow billboards in C-2, E-1, and E-2 instead of all commercial and industrial zones;
3. Prohibit billboards in the Hwy. 150 corridor as recommended in the Sherrills Ford Small Area Plan;
4. Provide clarification in the off-premise sign ordinance that billboards are prohibited in the 11.5-mile segment of the Hwy. 321 corridor, as stated in the Hwy. 321 ED Zoning District (adopted July 1996).
5. Change the front setback to be based on the zoning district (ranges from 30-40 feet) instead of outside of the right-of-way;
6. Increase setback from other signs to 1000 feet on the same side and opposite sides of the road instead of 750 and 375 feet, respectively;
7. Increase setback distance from residential areas to 400 feet instead of 100 feet;
8. Require poster material to be of all-weather, fade-resistant material with exception of short-term users who could use other materials subject to adequate maintenance;
9. Require lighting to be top-down and be directed to the sign face;
10. Require construction material to be earth-tone colors;
11. Require a property-owner lease agreement at the time of permit application;
12. Prohibit removal of vegetation in the public right-of-way unless approved by NCDOT; and
13. Require new sign structures to be a steel monopole design.

The Planning Board conducted a public hearing on the proposed off-premise sign amendments at its August 25, 2003 meeting.

The Planning Board made the following recommendations:

1. Prohibit flashing and strobe lighting;
2. Prohibit double-stacked signs (one on top of each other);
3. Allow only one message per face of sign; and
4. Require a letter of intent from a prospective advertiser or advertising agency at the time a permit is issued.
5. Prohibit billboards on NC Hwy 127, Hwy. 16 and Hwy. 10 within the jurisdiction of the County.

#### **Ordinance No. 2003-17**

BE IT ORDAINED that the Catawba County Code of Ordinances, Chapter 44, Zoning, Article XV. SIGNS, Section 44-959, Off-premises signs, is hereby amended to read as follows:

Sec. 44-959. Off-premises signs.

The following apply to off-premises signs:

- (1) The maximum permitted area shall be 380 square feet per face for signs abutting I-40 and Highway 16

north, and ~~300~~ 250 square feet per face for all other signs.

- (2) The maximum sign height shall be 35 feet as measured from the top of the structure to the road level or ground, or 35 feet above the elevation of the pavement adjacent to the sign, whichever is higher. The maximum sign height for signs fronting along limited access highways shall be 50 feet or 50 feet as measured from the top of the structure to the road level or ground above the elevation of the pavement adjacent to the sign, whichever is higher.
- (3) All components of the signs shall observe the yard requirements of the district within which they are located, with the exception of the front setback. All parts of the sign and sign structure must be located out of the right-of-way. However, if sign structures on adjacent lots are set back from the front lot line more than the required front yard dimension, the signs shall meet the greater front yard requirement thus established. However, if on the lot for which the permit has been applied or adjacent lots, signs have previously been erected which are uniformly beyond the required front yard line, then the sign shall not be closer to the front yard line than the pre-existing sign which is closest to that line.
- (4) Signs shall be separated from ~~other~~ any structures on the same lot by a minimum of ~~20~~ 50 feet.
- (5) Off-premises signs shall be permitted in ~~commercial and industrial~~ C-2, E-1 and E-2 zoning districts only. ~~The sign shall be located a minimum of 100 feet from any residential area, park, school, hospital, sanitarium, and the like, with this distance being measured along the street right-of-way adjacent to the district or use.~~
- (6) Off-premise signs are prohibited in the Highway 321 corridor on land zoned 321-ED. In addition, off-premise signs are prohibited along NC Hwy. 150, NC Hwy. 127, NC Hwy. 10, and NC Hwy. 16 within the jurisdiction of Catawba County.
- (7) Any sign shall be located a minimum of 400 feet from any park, school, or residentially zoned property, with this distance being measured from the nearest point of the sign to the nearest point of the property line of those uses stipulated above.
- ~~(6)~~ (8) Roof-mounted signs are prohibited.
- ~~(7)~~ (9) Signs shall be limited to one per lot. Back-to-back or V-shaped signs shall be permitted, provided the interior angle between signs does not exceed 15 degrees. Double stacked units are prohibited. For purposes of safety, only one message per face of sign shall be permitted.
- ~~(8)~~(10) The distance between off-premises signs shall be, for federal aid primary highways (I-40 and 16 north), 1,000 feet between signs on the same side of the right-of-way and 500 feet for signs on opposite sides of the right-of-way. The distance between off-premises signs, in all other circumstances, shall be 1,000 feet, measured radially from the sign ~~750 feet between signs on the same side of the right-of-way and 375 feet on opposite sides of the right-of-way~~. The off-premises sign shall be a minimum of 500 feet from the use, product or service to which it refers. ~~All distances shall be measured along the centerline of the street adjacent to the sign.~~
- ~~(9)~~ (11) Off-premises signs shall comply with section 44-121: Visibility of intersections.
- (12) The poster material of the off-premise sign shall be made of all-weather, fade-resistant material such as vinyl or similar synthetic material. For short-term advertisers (60-days or less), other material may be used subject to it being properly maintained to avoid separation and flagging from the billboard.
- (13) Lighting, if installed, shall be placed at the top of the sign and be directed such that the illumination is contained to the sign area of the off-premise sign. Flashing or strobe lights are prohibited.
- (14) No vegetation on public property, including the public right-of-way, shall be cut for the purpose of increasing or permitting visibility to the off-premise sign unless pre-approved by the governmental authority having jurisdiction, such as NCDOT.
- (15) A notarized letter from the property owner stating that a lease agreement has been executed with the billboard company shall accompany any application for a Zoning Compliance permit. In addition, a letter of intent from a prospective advertiser or advertising agency for the initial use of the sign board shall accompany any application for a Zoning Compliance permit.
- (16) The back of the sign and the structural pole shall be painted in an earth-tone color, which includes shades of gray and brown.
- (17) All new sign structures must be supported by a steel monopole.

This 15th day of September, 2003.

/s/ Katherine W. Barnes, Chair  
Catawba County Board of Commissioners

Chair Barnes opened the public hearing by saying this was the time and place as advertised for the public hearing and asked if anyone wished to speak either for or against.

Dick Hanson, Terrell, said he had seen a lot of changes in the area and not all of them are good. In the past three weeks, sign companies have installed an overwhelming number of large signs from Hwy. 16 to Hwy. 150. He said the signs have created visual pollution.

Helen Sides, Sherrills Ford SAP committee member, said they worked very hard for over two years to prevent the problem with signs. She asked the Board to consider the hard work of the committee as well as the community's desires.

Kathy Weaver, Sherrills Ford SAP committee member, said she was dismayed by all the signs on Hwy. 150 and would like to see the Commissioners ban signs on the recommended highways.

There being no one else wishing to speak, Chair Barnes closed the public hearing.

County Attorney Robert Oren Eades said the Commissioners has the authority to approve recommendations from the Planning Board and the authority to regulate signs.

After a lengthy discussion, Commissioner Hunsucker made a motion to adopt the recommendations from staff and the Planning Board. The motion carried unanimously.

8. Appointments:

Chair Barnes made a motion to appoint the following Unified Development Ordinance (UDO) Steering Committee members. The motion carried unanimously.

**Unified Development Ordinance (UDO) Steering Committee**

Ernest Williams – Catawba County Schools liaison, works as facilities manager, has experience in building projects and site layout.

Ed Nolley – Sherrills Ford SAP Chair and past County Agricultural Extension Director.

Ed Neill – Contractor, Planning Board and Sherrills Ford SAP member.

Anne Barrier – Realtor representative, Planning Board and St. Stephens/Oxford SAP member.

Jeff Kerley – Homebuilder Association liaison, St. Stephens/Oxford SAP member.

Cliff Isaac – Engineer, St. Stephens/Oxford SAP member and Planning Board alternate.

Vance Dalton – Insurance Agent and Balls Creek SAP chair.

Paul Beatty – Planning Board, Sherrills Ford SAP and Balls Creek SAP member.

Debbie Pitts – Formerly with Conflict Resolution Center, Planning Board alternate and Mtn View SAP member.

Paul Fleetwood – Developer and Mtn View SAP member.

J. V. Huffman, Jr. – Catawba SAP chair.

Trent Cloninger – Contractor Estimator, Town of Catawba Planning Board and Catawba SAP member.

Al King – Board of Equalization, Planning Board and Plateau SAP member.

Donna Cullum – City of Hickory Planner and Plateau SAP member.

Phil Hayes - Crescent Resources, LLC.

Philip Beard, Balls Creek SAP.

Darin Reid – Surveyor and site plan review experience.

Cathy Weaver – Sherrills Ford SAP member.

9. Consent agenda:

Mr. Lundy presented the following consent agenda items:

- a. Supplemental Appropriation for EMPG-2003 Annual Grant Award and EMPG-2003 Supplemental Grant Award.

Catawba County Emergency Services receives funds each year from Duke Power for use during McGuire Drills, incidents, and yearly training as one of the FNF counties for McGuire Nuclear Station. McGuire funds must be used for this purpose. During the county budget process each year staff estimates revenues from Duke Power for McGuire. Staff estimated \$14,000 for the current budget year based on past records. During the McGuire budget process staff asked for an increase for exercise supplies, training and travel (\$1,820) and also to upgrade the current Emergency Operations network capabilities. Computer access for staff located in the center of the EOC requires placing network cabling across the floor. With the amount of people in the room during an exercise or event, this becomes a safety hazard. Staff requested funds in the amount of \$5,180 to install a wireless Ethernet network in the EOC to alleviate the problem. Total increase - \$7,000.

Catawba County Emergency Services receives funds each year from North Carolina Emergency Management to help fund the Emergency Management Program. These funds must be used to develop and maintain a comprehensive emergency management program. This year the county received additional supplemental funds to defray cost of coordination, planning, and implementation of any Homeland Security activities.

Funding will be used as follows:

\$4,041 will allow Emergency Services to establish an office for the Rescue Coordinator. The rescue coordinator will coordinate the Medical First Responder Program, coordinate the development of multi-agency rescue teams that could be used in all types of situations including anything relating to Homeland Security and functions as Emergency Management support for the department.

\$3,069 will be used to purchase a laptop computer for the Rescue Coordinator to use in managing the rescue reporting system, Emergency Management support and also will be utilized in the Mobile Command Post to run Art View mapping system during incidents.

\$2,000 will be used to purchase digital cameras for use by Emergency Services personnel to help reduce the cost of film and film processing, and to assist with damage assessment during Emergency response.

\$17,860 will be used to contract a Team Coordinator, as well as to purchase supplies needed to respond to hazardous material incidents, disasters, and Homeland Security related responses. These funds will also be used to supplement Hazmat team members during response and training.

\$5,082 will be used for unbudgeted repairs to the Mobile Command Post. The Mobile Command Post is used in various situations where staff needs emergency responders and law enforcement personnel in the field.

\$6,800 will be used to upgrade the EM2000 software system to a web-based system. This will allow access to the system from other mobile solutions during emergency or hazmat situations.

The Finance and Personnel Subcommittee recommended that the Board of Commissioners approve a supplemental appropriation for Duke Power McGuire Allocation. Staff recommended the Board of Commissioners approve the supplemental appropriation for EMPG-2003 Annual Grant Award and EMPG Supplemental Grant Award.

Appropriation:

110-260060-841540                      \$7,000  
McGuire Operations

Revenue:

110-260060-682200                      \$7,000  
Emergency Mgt. Grant/Duke Power

Appropriations:

110-260060-849055                      \$17,860  
Hazmat Operations

Revenue:

110-260060-620400                      \$38,852  
SLA Funding

110-260060-842530                      \$13,006  
Repairs & Maintenance-Other  
Equipment

110-260060-870150                      \$3,069

Minor IT Equipment

110-260060-831090                      \$2,917  
Other Misc. Operating Supplies

110-260060-870100                      \$2,000  
Small Tools & Minor Equipment

- b. Damage from lightening strikes/protection from future damage at Communication Center.

Equipment at the Justice Center, including the 911 Communications Center, and related radio tower sites has experienced damage from recent lightening strikes. There are two instances where severe damage was incurred -- the first in May 2003 and the second on July 29, 2003 -- including damage to the Justice Center generator, two antenna assemblies, radio base stations, and the 911 telephone system. As a result of the July 29<sup>th</sup> strike, the 911 Radio system was completely out of service. During this period, the mobile command post was utilized. Repairs were quickly made and the 911 Radio System was back in operation within approximately 45 minutes.

In an effort to reduce the possibility of future damage and, even more importantly, the risk of the 911 telephone and dispatch system becoming inoperable, staff recommended that current lightening prevention methods be reviewed and devices be installed at the County's existing radio tower sites, the Justice Center building and for the 911 telephone system and that a spare radio base station be purchased so that in the event of failure, a quick exchange can be made. Due to the age of the Justice Center, lightening prevention measures in place have become antiquated and damaged, making the building more susceptible to strikes.

Funds are appropriated each year for Repairs and Maintenance for the Communications systems, but those funds were exhausted with the repair of two generators, replacement of an uninterruptible power system, and the replacement of a system control board within a radio base station.

In order to fund the necessary improvements and pay for repairs, funds from the Insurance Settlement revenue account, 911 Wireline and 911 Wireless Funds, Contingency, and the Self-Insurance Fund budget totaling \$67,138 are requested as detailed below.

The Finance and Personnel Subcommittee recommended that the Board of Commissioners approve the following revenue appropriations and contingency transfer:

Appropriation of Revenue from the Insurance Settlement account:

110-190050-680800	\$6,138	110-280100-842530	\$6,138
Insurance Settlement		Repairs and Maintenance	

\$6,138 is anticipated insurance settlement to be received from the July 29<sup>th</sup> lightening strike (claim less \$5000 deductible). This money is for repairs which have already been made.

Appropriations of Revenue from the 911 Wireline and 911 Wireless Funds:

202-280100-690100	\$20,000	202-280100-842530	\$20,000
911 Wireline Fund		Repairs and Maintenance	
203-280110-690100	\$4,000	203-280110-842530	\$4,000
Wireless 911 Fund		Repairs and Maintenance	

These funds will be used to review to the Justice Center grounding protection that includes the 911 telephone system and purchase of lightening strike prevention measures against future damage. The General Statutes clearly state that these funds can be used for the measures of answering 911 calls, which includes electrical issues that pertain to the maintenance and repair of the 911 telephone equipment.

Transfer from Contingency:



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110-190100-994000	\$32,000	110-280100-842530	\$32,000
Contingency		Repairs and Maintenance	

This will fund the purchase of a spare Motorola Quantar Base Station (approximately \$19,000). The remaining \$13,000 will be used for repair costs and the purchase of lightening protection devices at the County's existing radio tower sites.

Transfer from Risk Management to Communications Center:

115-150120-843060	\$5,000	110-280100-842530	\$5,000
Self-Insurance Comprehensive		Repairs and Maintenance	

This is money appropriated in the budget to cover deductible expenses incurred by departments. This money is for repairs which have already been made.

- c. Request from Family Care Center for waiver of mulch fees.

The Policy and Public Works Subcommittee recommended approval of a request from the Family Care Center of Catawba Valley to waive the cost of 16 truckloads of mulch that the Family Care Center will use for landscaping at their central campus. The Family Care Center is preparing its central campus, at 2875 Highland Avenue, NE in Hickory, for a celebration of the center's 15th anniversary in November. The estimated cost of the mulch is \$150.

- d. Waiver of fees Cooperative Outreach Ministries.

The Board approved a request from Cooperative Christian Outreach Ministries for waiver of tipping fees of \$30/ton for Fay Roland for house renovation project as someone else filled the dumpster located on her property.

- e. Request from Children's Protection Council to use front steps of the Justice Center for a vigil to remember children who have been victims of abuse on October 6, 2003, from 11:30 a.m. until 1:30 p.m.

- f. Request from Family Care Center for use of front steps of the Justice Center for a kick-off for Domestic Violence Month, October 8 or 9, 2003, 10:30 a.m. until 1:00 p.m.

Staff recommended that the Board of Commissioners approve a request from Ann Peele, Executive Director, Family Guidance Center for use of the Justice Center steps on Wednesday, October 8, 2003, (or Thursday, October 9, depending on speaker) from 10:30 a.m. until noon for Kick-Off of Domestic Violence Awareness Month.

- g. Relocation of Board of Commissioners' November 3, 2003 meeting and plans for meetings in various communities across Catawba County in 2004.

**Resolution No. 2003-41**  
**Changing the Location of the Board of Commissioners November 3, 2003,**  
**Regularly Scheduled Board Meeting**

WHEREAS, on October 21, 2002, the Catawba County Board of Commissioners approved its meeting calendar for 2003; and

WHEREAS, the Board wishes to move its meeting scheduled for Monday, November 3, 2003, at 9:30 a.m. from the 1924 Courthouse to the Hickory Metro Higher Education Center (HMHEC), on the Catawba Valley Community College East Campus, as part of a plan to begin holding some meetings in various locations around the county through 2004.

NOW, THEREFORE, BE IT RESOLVED THAT THE CATAWBA COUNTY BOARD OF COMMISSIONERS has moved its meeting scheduled for Monday, November 3, 2003, at 9:30 a.m. from the 1924 Courthouse to the Hickory Metro Higher Education Center (HMHEC), Catawba Valley

Community College East Campus, located at 2550 Highway 70 SE, Hickory, North Carolina. This move begins the plan to begin holding some meetings in various locations around the County through 2004.

This 15th day of September, 2003.

/s/ Katherine W. Barnes, Chair  
Catawba County Board of Commissioners

Commissioner Barger made a motion to approve the consent agenda. The motion carried unanimously.

### End Consent Agenda

#### 10. Departmental Reports:

- a. Chair Barnes requested that Emergency Services Director Dave Weldon give an update on Hurricane Isabel.

Emergency Services Director David Weldon gave a brief update on Hurricane Isabel. He said Western North Carolina may see winds up to 25 mph on Thursday from the hurricane. He said with the latest update, the storm is predicted to impact the Outer Banks of North Carolina, Virginia and Washington, DC. He said Western North Carolina is preparing for those who need to evacuate off the coast and also house resources that may need to be mobilized and then moved to Eastern North Carolina.

Commissioner Beatty congratulated Mr. Weldon as the County placed 4th in the rescue competition in Winston Salem.

- b. Utilities and Engineering Department:

1. Solid Waste Management and Disposal Contracts.

Utilities & Engineering Director Barry B. Edwards gave the following PowerPoint presentation:

#### Introduction

- Municipal solid waste landfills such as Catawba County's Blackburn Landfill are a critical part of governmental infrastructure just like good roads, good schools, and adequate water and sewer facilities.
- Owning and operating a landfill allows Catawba County to set reasonable tipping fees without its citizens and businesses being forced to pay rates set by third parties outside of Catawba County.
- Owning and operating a landfill allows Catawba County to ensure that it will have future landfill capacity available as needed.
- Effective solid waste management planning is an economic development tool: available and affordable garbage disposal is important to existing and potential industry and business.

By its very nature, planning for garbage disposal must be long term. With the assurance of a given waste stream, control over rates, and sound partnerships, Catawba County can maintain the level of strategic planning that it has enjoyed and improve service to its citizens.

Catawba County has a history of leadership in this area:

- Our methane-to-energy project protects the environment and produces income for Catawba County by selling electricity.
- The MRF operated by GDS is also owned by GDS - that is, it is taxable property built without direct County funding or imposition of additional fees on its residents.
- Catawba County was the first county in North Carolina to offer curbside recycling.
- Catawba County has already begun to implement plans at its Blackburn Landfill which have resulted in the acquisition of sufficient property to house a landfill with an expected life of 35 years.

Catawba County Solid Waste Management Awards

Materials Recovery Facility (MRF)

- Private-public partnership-MRF-built without direct funding
- 1991 Catawba Valley Award for Environment Excellence
- Curbside Recycling-first in the State
- 1991 National Recycling Association award for most outstanding recycling program
- 1992 Governor's Award for excellence
- Blackburn Landfill Planning
- 1996 NACO Achievement Award
- Methane to Energy Project
- 2000 NACO Achievement Award
- 2001 EPA-Department of Energy Green Power Leadership Award
- Solid Waste Financial Planning
- 2001 SWANA International Award for Excellence in Planning and Financial Management

In 2002, the Catawba County Landfill disposed of 193,885.70 tons of garbage or 678 tons per business day.

Mr. Edwards reviewed the 2002 Waste Disposed by Sector: 39% Industrial Tons; 21% Commercial Tons; 7% Rural Residential Tons; 28% Municipal Tons; and 5% Convenience Centers.

Catawba County Code Chapter 32 provides:

- The Board prefers a single franchise to provide all of the services, including but not limited to collection, transportation, storage, and disposal of solid waste as well as management of a materials recovery facility, but reserves the right to enter into more than one franchise agreement with each element of the solid waste service.
- The Board has the right to grant an exclusive contract to collect, transport, and dispose of solid waste within the County.
- All residential, commercial, industrial, and special haul service rates shall be approved by the Board.
- The franchise holder must serve all customers on state maintained roads.

Catawba County's has franchised its solid waste services since 1969.

The Board held three work sessions to discuss renewal of the solid waste franchise.

The County received three applications:

1. Blue Ridge Disposal, Inc.
2. Waste Management of Carolinas.
3. Republic Services of North Carolina, LLC, d/b/a Garbage Disposal Service

Of the three applicants, only GDS/Republic Services proposed to provide all the services required by the County Ordinance:

-residential, commercial, industrial, construction, demolition, recycling, and Materials Recovery Facility operation.

-Waste Management and Blue Ridge proposed to provide only commercial and industrial disposal services.

A 10-year exclusive franchise with GDS is recommended, which allows the County to:

- Provide comprehensive waste disposal services at affordable rates.
- Ensure uniform rates throughout Catawba County regardless of distance from landfill.
- Maintain control over the flow of waste to its landfill.
- Long term contract secures GDS' existing \$22 million local investment and 151 local jobs.

Customer Surveys

Validate 10 Year Contract Provides Quality Service

-88% of citizens responding to County's recent survey rated GDS services at good or excellent.

The recommended franchise will include the following services:

1. Curbside collection of residential waste.
2. Curbside collection of residential recyclables.
3. Commercial and industrial waste collection.
4. Building construction and demolition waste collection.
5. Roll off boxes provided at reasonable rates. (with a choice of either a flat or variable rate) for building construction waste.
6. Recycling containers offered to construction sites.
7. Operation of a Materials Recovery Facility.
8. Operation of five convenience centers.
9. Household Hazardous Waste Annual Collection Event(s) up to \$2,500 annually; increase to \$25,000.
10. Donation of equipment during County sanctioned events where the County has agreed to waive tipping fees.
11. Debris collection and waste management assistance following a FEMA declared disaster.
12. Electronic waste collection offered bi-annually.
13. Curbside collection of white goods; free residential pickup during Litter Sweep.
14. Operation of paint collection, storage and disposal facility at Blackburn Convenience Center.
15. Free Government Document Shredding at all County offices.
16. All waste collected in Catawba County will be hauled to the County landfill.

#### Rates

- There are no exact methods of comparing waste collection rates between governmental entities because of their differing approaches to waste management.
- The services provided differ; for example, in our region only Catawba County offers curbside recycling.
- Catawba County does not use property tax revenue to support its solid waste program; other counties and local municipalities do.
- Catawba County does not charge an annual residential fee to support its solid waste program; other counties and local municipalities do.
- Catawba County's solid waste program is self supporting using tipping fees.
- All Catawba County citizens pay the same rates regardless of distance from the landfill.

Two local contractors' stakeholder meetings were held and two suggestions were made:

- Offer fixed and variable roll-off rates.
- Provide choice of roll-off provider.

#### Contractors have choice of Rates

- Mr. Edwards reviewed fixed rates and variable rates

Mr. Edwards reviewed a Comparison of Residential MSW Fees 2002-03 with Catawba, Lincoln, Caldwell, Iredell, Burke, Alexander, Cleveland, Watauga, and Henderson Counties.

#### New Contract Maintains Current Rates

- The proposed fees for residential, commercial and industrial services are identical to the current rates which have been in place for 3 consecutive years and will continue through the first year of the new agreement.

#### A 10-year exclusive franchise is recommended

- Long term planning and a stable relationship has produced a higher level of services.
- Provides franchisee adequate time to amortize the cost of equipment.
- Stability allows the County to better plan for and fund necessary solid waste investments and expenses, including landfill operations, land purchases, and its Electrical Generating Facility.
- A stable, well-planned, adequately-funded waste management program best allows Catawba County to protect the environment.
- Catawba County has not raised landfill tipping fees in 10 years.
- Catawba County has not employed any property or other tax funds in providing solid waste services in 15 years.
- Catawba County has not borrowed money for providing solid waste services or landfill operations.

-All fees associated with solid waste in the unincorporated areas of Catawba County are controlled by the Board and are uniform to its citizenry.

#### Conclusion

-An exclusive franchise best allows Catawba County to plan for its long term solid waste disposal needs. GDS has committed to meet, and in many instances, exceed its current level of service to Catawba County and its citizens. Should we move to a non-exclusive franchise, it is doubtful we could obtain this same level of commitment. The process by which applicants submitted applications to provide solid waste disposal services to Catawba County residents afforded each applicant full opportunities to offer competitive advantages. Staff has reviewed all such applications and has concluded that GDS offers the best service level, which, in conjunction with rates set by the Board of Commissioners, will best meet the needs of Catawba County citizens.

Mr. Edwards said the current franchise agreement for solid waste management and disposal between the County and Garbage Disposal Service expires on June 30, 2004. The Board has held three sessions to discuss the solid waste franchise provisions and process, on May 9, 2002, November 15, 2002, and February 3, 2003. Throughout the discussions, the Board stressed the importance of providing a range of solid waste services - countywide collection and recycling for residential, commercial and industrial waste - at a reasonable cost.

Public Comments and Suggestions: Following the directions of the Policy and Public Works Subcommittee, staff randomly surveyed county citizens and GDS customers in order to obtain feedback on GDS' service. 147 out of 926 surveys, or 15.9% (Building Contractors: 16 out of 226 or 7.08%, Non-Residential: 36 out of 200 or 18%, Residential: 95 out of 500 or 19%) of the customers surveyed responded, with 88% of the respondents rating the customer satisfaction as good or excellent in all sectors surveyed.

An article was placed in the Hickory-Catawba Valley Home Builders Association (HCVHBA) newsletter, mailed on May 8, 2003, requesting comments, opinions and concerns from their membership. Staff asked that their responses be in our office no later than Friday, May 23, 2003. No comments were received from the HCVHBA membership.

In addition, local contractor's stakeholder meetings were held on May 12 and June 18, 2003. The two main suggestions from these meetings the contractors wanted were:

-Flat rates for roll-off containers for construction and demolition debris, and

-A choice of roll-off providers.

In a separate but companion agreement GDS agrees that all waste collected in Catawba County will be hauled to the County Landfill. This is very important to Catawba County because the County has invested in landfill infrastructure and property at its Blackburn Landfill Facility to handle the County's solidwaste disposal needs for 35 years. Further, the cost for operating a landfill is extremely expensive and much of that cost is fixed regardless of waste flow; thus, a reduction in waste flow can create an increase in disposal fees or need for taxation impacting our economy. Because of the County's careful planning, taxation is not employed in any solidwaste services provided by Catawba County.

The Policy and Public Works Subcommittee recommended that the Board of Commissioners approve a ten-year, exclusive franchise in the unincorporated areas of the County, and the following ordinance approving contracts with Republic Services of NC, LLC.

#### **Ordinance No. 2003-18**

#### **Ordinance Granting an Exclusive Solid Waste Management Franchise To Republic Services of NC, LLC, d/b/a GDS for Solid Waste Management and Disposal Services**

BE IT ORDINATED by the Board of Commissioners of Catawba County, in accordance with G. S. 153A-46 and 153A-136 of the North Carolina General Statutes, Chapter 32 of the Catawba County Code and other applicable laws, and upon application of Republic Services of NC, LLC, d/b/a/ GDS for Solid Waste Management and Disposal Services, is hereby granted an exclusive solid waste management franchise to operate within Catawba County, strictly subject to the terms and conditions set forth in:

- (1) That certain Solid Waste Management Franchise Contract approved on first reading September 15, 2003, and approved on second reading October 6, 2003, will become effective on July 1, 2004, by and between GDS and Catawba County, a copy of which is attached as Exhibit A and which is hereby incorporated into, and made a part of, this ordinance; and
- (2) That certain Disposal Agreement approved on first reading September 15, 2003, and approved on second reading October 6, 2003, will become effective on July 1, 2004, by and between GDS and Catawba County, a copy of which is attached as Exhibit B and which is hereby incorporated into, and made a part of, this ordinance; and
- (3) This franchise shall be effective and is granted for a period of ten (10) years, beginning July 1, 2004, and expiring July 1, 2014.

BE IT FURTHER ORDAINED that the franchise shall become effective on July 1, 2004, upon final adoption after two readings.

Adopted on first reading on this the \_\_\_\_ day of September, 2003.

Adopted on second reading on this the \_\_\_\_ day of October, 2003.

/a/ Katherine W. Barnes, Chair  
Catawba County Board of Commissioners

ATTEST:

/s/ Thelda B. Rhoney  
County Clerk

**Exhibit "A"**

NORTH CAROLINA  
CATAWBA COUNTY

**SOLID WASTE MANAGEMENT  
FRANCHISE CONTRACT**

THIS CONTRACT, first approved on the 15<sup>th</sup> day of September 2003, and approved the second reading on the 6<sup>th</sup> day of October, 2003, by and between CATAWBA COUNTY, (hereinafter "County") and REPUBLIC SERVICES OF NORTH CAROLINA, LLC, d.b.a. GDS, (hereinafter "GDS"):

WHEREAS, County has adopted a Solid Waste Management Ordinance as set forth in Chapter 32 of the Catawba County Code, which Ordinance provides that the Board of Commissioners may grant an exclusive franchise for the provision of waste management; and

WHEREAS, said Ordinance further provides that the Board of Commissioners prefers a single franchise for the provision of all such services; and

WHEREAS, County and GDS entered into a Solid Waste Management Contract on February 1, 1993, which was amended March 20, 1995; and

WHEREAS, the parties have mutually agreed to replace that Contract and Amendment with the Contract herein; and

WHEREAS, GDS has made application to the County for a permit to (i) collect solid waste and recyclable materials, (ii) own and operate a materials recovery facility (MRF) and (iii) provide specified associated recycling activities in the entire unincorporated area of Catawba County (hereinafter collectively "Services"); and

WHEREAS, upon review of such application and the applications of other applicants, County has determined that only GDS submitted an application to provide comprehensive waste management and services; and

WHEREAS, upon review of all applications, County has determined GDS is best able to provide the required services; and

WHEREAS, at regularly scheduled public meetings held on September 15 and October 6, 2003, the Board of Commissioners considered Ordinance No. 2003-18 renewing the Solid Waste Management Franchise held by GDS and, upon the second reading of said ordinance, approved the same; and

WHEREAS, at a first reading on September 15, 2003 and upon a second reading on October 6, 2003, pursuant to Ordinance No. 2003-18, County approved a Disposal Agreement by and between GDS and County, said agreement to become effective July 1, 2004;

NOW, THEREFORE, in consideration of the mutual terms and conditions herein contained, the parties agree as follows:

1. GDS is hereby granted, pursuant to Chapter 32 of the Catawba County Code, and Ordinance No. 2003-18 an exclusive permit to collect solid waste in the unincorporated area of Catawba County and agrees to provide, once per week, roadside collection to every County resident in said area residing on a State maintained road and requesting such service. This agreement supercedes all prior written or oral agreements between the parties concerning the subject matter contained herein.
2. The rights and privileges to collect and dispose of solid waste in the above area herein granted shall be subject to all of the terms and conditions of the Catawba County Solid Waste Management Ordinance as set forth in Chapter 32 of the Catawba County Code and to all terms and conditions as may be set forth in any amendment to the "Solid Waste Ordinance" by the Board of Commissioners of Catawba County. The parties acknowledge and agree that the aforementioned terms and conditions of said ordinance are regulations governing the storage, collection, transportation, use and disposal of solid waste in Catawba County and GDS, by the execution of this agreement, agrees to be bound by the regulations contained in said ordinance and amendments thereto. In the event of a conflict between the terms and condition of said ordinances and this Agreement, the terms of the ordinance shall prevail.
3. It is understood that certain municipalities within the County, under N.C.G.S. 153A-122, may elect to adopt the County's Solid Waste ordinance, as it applies to any solid waste not collected by the municipality. Due to the difference in customer density in the unincorporated areas of the County as opposed to within municipalities, any municipality adopting the County ordinance may negotiate a fee schedule with GDS that differs from the fees established by the County hereunder.
4. The Board of Commissioners must approve fees for collection services, but such approval shall not be unreasonably withheld. In January of each year GDS and County will meet to review then current fees and to determine whether fee changes are appropriate. Any suggested changes will be presented to the Board of Commissioners for consideration. No such changes shall become effective except upon approval by the Board and any changes shall not become effective until the following July 1.
5. GDS agrees to provide solid waste and recyclable commodities collection to every non-municipal residence, as defined in paragraph 1 above, that subscribes to solid waste collection services, and to promote and sell those services to all of said residences in the County.

Monthly fees for residential services, effective July 1, 2004 are as follows:

Residential Recyclers

Basic waste collection service fee	\$12.18
Landfill fees	<u>2.90</u>
	\$15.08

Residential Non-Recyclers

Basic waste collection service fee	\$12.18
Landfill fees	<u>8.25</u>
	\$20.43

That portion of the total fee designated for landfill tipping fee shall be adjusted by \$0.1167 for each one-dollar (\$1.00) change in the landfill-tipping fee. The landfill-tipping fee at the beginning of this Contract is \$30.00 per ton.

6. GDS agrees to make solid waste collection services available for all non-municipal Industrial and Commercial businesses in the County.

Industrial and Commercial businesses in the County retain the right to haul their own waste using their own equipment and personnel.

Initial fees for industrial and commercial services will be according to the Catawba County Frontloader Rates, attached as Exhibit 1 and the Catawba County Roll-off Rates attached as Exhibit 2. The Frontloader Rates for various size containers and frequency of service consist of two parts, basic rate and landfill tipping fee, which is designated as "L.F."

The landfill fee portion of the total fee shall be proportionately adjusted each time the County changes its landfill tipping fee. By way of example, if County's tipping fee is \$30 per ton, and GDS's landfill fee is \$6.60 for an eight cubic yard box once per month, then if County increases its tipping fee to \$35 per ton, GDS's landfill fee would be adjusted proportionately ( $\$6.60/30 \times 35 = \$7.70$ ). Any adjustment in roll-off disposal fees by County will simply be passed through to the consumer without further adjustment.

7. GDS agrees to provide solid waste collection services for Building Construction and Demolition businesses in the non-municipal areas of the County.

Building Construction and Demolition Contractors retain the right to haul their own waste using their own equipment and personnel.

Building Construction and Demolition customers will be offered fixed and variable rates for Roll-offs.

Initial rates for Building Construction and Demolition services will be according to the Catawba County Roll-off Rates attached as Exhibit 2.

8. GDS will continue to operate County's existing five Convenience Centers for Solid Waste and Recyclable Commodity Collection in the same manner as currently in place. GDS provides the equipment and personnel at each location, as well as transportation service for the items collected at the Centers. County provides and maintains the Convenience Center sites as well as the landfill to which GDS transports the solid waste. The County will retain ownership of the waste, except while in transport, and there will be no disposal fees for the waste from the Centers. Title to the recyclable commodities shall be vested in GDS upon being placed in the containers at the centers. Recyclable materials will be transported to GDS's material recovery facility for processing and marketing. Rates are established by the Board of Commissioners for deposits made at the Convenience Centers are set forth in Exhibit 3, attached hereto. County has the exclusive right to change those rates at its sole discretion. Currently, the money collected at the sites belong to the County and the County pays GDS a monthly fee for the services provided at the Centers. GDS will not later than 6 months from July 1, 2004, implement a policy which establishes procedures adequate to account for income and GDS expenses at each of the Convenience Centers and to ensure that cash received at such centers is accounted for according to such policy. GDS will maintain accounting records called for by this paragraph and, upon request of County, GDS will provide to County for inspection copies of such records.

County retains the right to periodically review the Convenience Center operation, and retains the exclusive right to close or relocate any Center at its sole discretion. However, any change in how the parties share responsibility for operating the Centers must be mutually agreed to in writing. If the changes should result in any additional costs or savings to GDS, the County and GDS agree to negotiate, in good faith, an equitable change to the current charges.

9. GDS will provide a yard trash collection service on an on-call basis with a fee of \$1.50 per 32-gallon bag collected and a minimum fee of \$15.00, or (10) bags, per service call.
10. GDS will provide a bulky waste and white goods collection service on an on-call basis with a fee of \$35.00 for up to a pickup truck load. Twice a year, to coincide with Litter Clean Sweep, GDS will provide white goods collection at no charge to residential customers who request such collection at any time during Litter Clean Sweep.
11. GDS will fund the County's annual Household Hazardous Waste Collection up to \$25,000.00 per year.
12. GDS agrees to own and operate a materials recovery facility (MRF) with the capability to process and market all materials that are normally recyclable and to provide and operate the following recycling programs/activities:
  - a. A recycling education facility in the MRF, which will be available to school classes, civic clubs and other organizations to view the MRF operation and learn the need for recycling and how to properly prepare and separate materials.



- b. A buy-back activity in the MRF.
  - c. A program to collect old corrugated cardboard from industrial and commercial businesses for recycling.
  - d. An office paper collection program to all business and industrial customers and schools in the County, by providing collection and storage bins to program participants, together with scheduled collection service and pay for recycled commodities at market rates, or as otherwise agreed between GDS and the consumer.
- 13. Upon mutual agreement of the parties, GDS will provide containers and collection for County sanctioned events.
  - 14. GDS will operate County's existing paint collection, storage and disposal facility at the Blackburn Convenience Center.
  - 15. GDS will maintain a material tracking and accounting system to segregate recycled commodities that come from Catawba County from those that originate outside the County. County may audit the accounting system as often as the County deems appropriate. Any audit by County cannot interfere with normal business operations of the facility. County will assume the cost of such audits.
  - 16. GDS will provide reasonable collection of debris caused by FEMA declared emergencies.
  - 17. GDS will provide document-shredding and office paper collection service to County Government facilities listed on attached Exhibit 4 at no cost.
  - 18. The permit herein granted to GDS shall begin as of July 1, 2004, and shall continue until June 30, 2014, unless earlier terminated as specified in Chapter 32 of the Catawba County Code entitled "Solid Waste".
  - 19. All terms and conditions of the ordinance and any amendment that may be enacted thereto are considered material and failure to perform any of said conditions by GDS shall be considered a breach of said contract. Should GDS fail to perform any of said terms or conditions, County shall have the right to terminate the contract following procedures outlined in the "Solid Waste Ordinance" of Catawba County as set forth in Chapter 32 of the Catawba County Code.
  - 20. GDS further agrees to be solely responsible for any and all willful or negligent acts or omissions, and shall also maintain liability insurance in a policy approved by County. GDS shall also indemnify and save County harmless from any and all civil actions arising out of the negligent or willful performance of Services hereunder.
  - 21. GDS can neither assign nor sublet any rights or obligations under this contract without the written consent of County. Any attempted assignment shall be null and void, and will authorize County, at its discretion, to terminate this Agreement.
  - 22. In the event of a change in ownership of GDS involving a sale of more than fifty-one (51%) of the common stock to shareholders other than current GDS shareholders, or in the event of a merger of GDS with another company or entity, GDS must notify County in writing of such proposed sale or merger at least six (6) months prior to the effective date of such sale or merger. The written consent of County to such sale or merger shall be required and if not given, County shall have the option to terminate this Agreement. Such consent shall not be unreasonably withheld.

IN TESTIMONY WHEREOF the parties have executed this agreement in duplicate originals, the day and year first above written.

CATAWBA COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Katherine W. Barnes, Chair

ATTEST:

By: \_\_\_\_\_ (Seal)

Thelda B. Rhoney, Clerk

REPUBLIC SERVICES OF NC, LLC, d.b.a. GDS

By: \_\_\_\_\_  
Drew Isenhour, Vice-President

ATTEST:

By: \_\_\_\_\_ (Seal)  
Bill Schrum, Assistant Secretary

THIS INSTRUMENT has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date: \_\_\_\_\_  
Rodney N. Miller, Director of Finance

APPROVED AS TO FORM:

Date: \_\_\_\_\_  
Robert Oren Eades, Attorney

Exhibit 1  
Catawba County Frontloader Rates

County Landfill MSW Tip Fee: \$30.00 per ton

WEEKLY P/U	4 CU YD	6 CU YD	8 CU YD	8 YD SAT
1				
SERVICE	\$71.60	\$87.45	\$100.75	
L.F.	\$28.70	\$42.90	\$57.20	
TOTAL/MO	\$100.30	\$130.35	\$157.95	
2				
SERVICE	\$113.60	\$138.55	\$159.35	
L.F.	\$57.30	\$85.80	\$114.30	
TOTAL/MO	\$170.90	\$224.35	\$273.65	
3				
SERVICE	\$155.60	\$188.20	\$218.10	\$252.50
L.F.	\$86.00	\$128.70	\$171.50	\$171.50
TOTAL/MO	\$241.60	\$316.90	\$389.60	\$424.00
4				
SERVICE	\$192.55	\$237.80	\$276.55	\$311.60
L.F.	\$114.60	\$171.60	\$228.60	\$228.60
TOTAL/MO	\$307.15	\$409.40	\$505.15	\$540.20
5				
SERVICE	\$239.55	\$287.50	\$335.25	\$369.70
L.F.	\$143.35	\$214.50	\$285.80	\$285.80
TOTAL/MO	\$382.90	\$502.00	\$621.05	\$655.50
6				
SERVICE		\$379.25	\$426.30	
L.F.		\$257.40	\$351.00	
TOTAL/MO		\$636.65	\$777.30	
E.O.W.				
SERVICE	\$54.10	\$59.20	\$64.50	
L.F.	\$14.35	\$21.50	\$28.55	
TOTAL/MO	\$68.45	\$80.70	\$93.05	
1 X MO				
SERVICE	\$43.65	\$47.45	\$54.85	
L.F.	\$6.60	\$9.90	\$13.20	
TOTAL	\$50.25	\$57.35	\$68.05	
REG P/U				
SERVICE	\$10.95	\$13.90	\$16.40	
L.F.	\$6.60	\$9.90	\$13.20	
TOTAL	\$17.55	\$23.80	\$29.60	
EXTRA P/U				
SERVICE	\$21.50	\$21.50	\$21.50	\$21.50
L.F.	\$6.60	\$9.90	\$13.20	\$13.20
TOTAL	\$28.10	\$31.40	\$34.70	\$34.70

Exhibit 2  
Catawba County Roll-off Rates

EXHIBIT 2  
ROLL-OFF RATES

Haul Rates

Miles to landfill	Scheduled service	On-call	Temporary
0-23.9	\$ 85.50	\$ 96.50	\$ 96.50
24-27.9	\$ 93.00	\$103.50	\$ 103.50
28-31.9	\$ 100.50	\$111.00	\$ 111.00
32-35.9	\$ 108.00	\$118.50	\$ 118.50
36-39.5	\$ 115.50	\$125.50	\$ 125.50
40 & over	\$ 122.50	\$133.50	\$ 133.50

Disposal

The above rates do not include disposal. Disposal will be billed at the rates charged by the County.

OPTIONAL FLAT RATE FOR CONSTRUCTION & DEMOLITION DEBRIS

Instead of paying the above rates, C&D customers may opt for a flat rate including disposal.

The flat rate is \$220.00 per haul based on the following:

The County tipping fee being \$19.50 per ton.

If the waste is unacceptable at the County's C&D facility and is charged a higher tipping fee, the customer will be billed for the difference in the tipping fees.

There will be no rent charged on the container, provided the container is hauled at least once per month. If the container is hauled less than once per month a \$45.00 per month rental charge will apply.

If the weight exceed five tons per haul, the customer will be billed for the excess disposal at the County's rate.

Exhibit 3  
Catawba County Convenience Center Rates

Residential Waste Only

1 to 5 (32 gallon) bags	\$1.00 per bag
Small truckload (6 foot bed)	\$8.00
Large truckload (8 foot bed)	\$12.00
Trucks with sideboards	\$16.00
Trucks with camper tops	\$16.00
Trucks w/6 foot or less trailers	\$24.00
Trucks w/more than 6 foot trailers	\$32.00

Recyclables

Recyclables only (properly cleaned and separated)	No charge
Credit for Recycling w/waste disposal	\$1.00 per clear 32 gal bag

- Recyclables must be reasonably compressed, cleaned, segregated and free of waste.

- After attendant checks the recyclables, citizens are required to sort and place in designated recycling containers.
- Recyclables must be on current list of accepted materials.
- Clear 32 gal. recycling bags may be purchased at cost from the Convenience Centers, the Blackburn Landfill office, and the Utilities and Engineering Department at the Government Center.
- Credit for recycling does not carry over to next visit
- The attendant may give credit for cardboard if equivalent to bags of recyclables

Exhibit 4

Catawba County Government Buildings that may use the government document shredding service:

Government Center, Newton  
Public Health, Hickory  
Mental Health, Hickory  
Justice Center, Newton  
Agriculture Resource Center, Newton  
Main Library, Newton  
Social Services, Hickory

**Exhibit "B"**

**DISPOSAL AGREEMENT**

THIS AGREEMENT is entered into this 15th day of September, 2003, by and between REPUBLIC SERVICES OF NORTH CAROLINA, LLC, d.b.a. GDS, a limited liability company, (hereinafter "GDS") and CATAWBA COUNTY, (hereinafter "County").

WHEREAS, County owns and operates a landfill located in Catawba County, North Carolina; and

WHEREAS, GDS is a provider of solid waste collection and transportation services in Catawba County and desires to dispose of all solid waste collected within the County at County's landfill; and

WHEREAS, County desires to have all waste collected by GDS from Catawba County delivered to County's landfill.

NOW, THEREFORE, in consideration of mutual covenants and conditions herein contained, GDS and County agree as follows:

1. Definitions. For the purpose of this Agreement, the following terms shall have the meanings set forth below:
  - (a) "Agreement" means this Agreement between GDS and the County, as modified, supplemented or restated from time to time.
  - (b) "Effective Date" means the date first above written.
  - (c) "Force Majeure" means any event relied upon by County as justification for delay in or excuse from complying with any obligation required of County under this Agreement, which event is beyond the control of County or its agents relying thereon, including, without limitation: (i) an act of God, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) any act of any federal, state, county or local court, administrative agency or governmental office or body that stays, invalidates, or otherwise affects this Agreement with respect to the disposal of Waste; (iii) the denial, loss, suspension, expiration, termination or failure of renewal of any permit, license or other governmental approval required to dispose of Waste; unless same is caused by the negligent act or omission of County; (iv) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county, or local law, rule, permit, regulation or ordinance after the Effective Date hereof, applicable to the obligations hereunder, including, without limitation such changes that have a substantial, material and adverse effect on the cost of performing the contractual obligations herein; (v) the institution of a legal or

administrative action, or similar proceeding, by any person or entity which delays or prevents any aspect of the disposal of Waste.

- (d) "Hazardous Waste" means waste defined as, or of a character or in sufficient quantity to be defined as a "hazardous waste" by the Resource Conservation and Recovery Act, as amended, the laws of the State of North Carolina or any rules or regulations with respect thereto, or a "toxic substance" as defined in the Toxic Substance Control Act, as amended, or any rules or regulations with respect thereto, or any reportable quantity of a "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any rules or regulations with respect thereto, including any waste whose storage, treatment, incineration or disposal requires a special license or permit from an agency of the federal government or the State of North Carolina. Hazardous Waste also includes any substance that is, after the Effective Date of this Agreement, deemed hazardous by any judicial or governmental entity, body or agency having jurisdiction to make that determination.
  - (e) "Landfill" means the Blackburn Landfill, located within, and operated by the County on and before the Effective Date hereof.
  - (f) "Ton" means 2,000 pounds.
  - (g) "Unacceptable Waste" means highly flammable substances, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, radioactive materials, and other materials deemed by State and Federal law, or in the reasonable discretion of the County, to be dangerous or threatening to the environment.
  - (h) "Waste" means any and all non-hazardous solid waste delivered to the landfill by GDS.
2. Term. Unless earlier terminated pursuant to Section 5 below, the term of this Agreement shall commence on the Effective Date, and shall remain in full force until June 30, 2014. This Agreement may be extended by the mutual written agreement of both parties.
3. Disposal Fees.
- 3.01 GDS shall pay County disposal fees in accordance with this Agreement, including attached Exhibits for the disposal of waste at the landfill, plus any federal or state taxes, fees or assessments that are levied on County with respect to the acceptance and disposal of Waste. GDS acknowledges that the disposal rate set forth herein may be adjusted from time to time at the discretion of County.
  - 3.02 County shall give GDS at least sixty (60) days advance notice of any change in fees.
  - 3.03 County shall send GDS a monthly invoice for the disposal fees incurred during the previous month. GDS shall pay County the full amount within thirty (30) days of receipt of the invoice.
  - 3.04 In the event that (i) any Waste requires special handling or management due to its composition or volume, or (ii) County agrees to dispose of any Unacceptable Waste, GDS and the County shall determine in advance, on a case-by-case basis, the charge to GDS for County's disposal of such wastes. Payment for such disposal shall be upon the same terms as the payment of other disposal fees.
4. Delivery and Acceptance of Waste.
- 4.01 GDS agrees to deliver to the Landfill all of the Waste it collects from within Catawba County including within the incorporated municipalities. GDS understands all applicable federal, state and local laws and ordinances pertaining to exclusive franchise contracts, and hereby acknowledges that upon advice of its own legal counsel, this Agreement does not violate any flow control laws or ordinances, nor is it in any way offensive to the free flow of interstate commerce.

- 4.02 County shall have the right to weigh all vehicles delivering Waste to the Landfill. At any time, County may confirm the tare weight of any vehicle delivering Waste to the Landfill by or on behalf of GDS.
- 4.03 GDS acknowledges that County intends to reject waste that, in County's reasonable determination, would be in violation of the Landfill's then existing licenses or permits or would result in a violation of applicable federal, state or local laws, regulations or ordinances.
- 4.04 Ownership of Waste delivered to the Landfill by or on behalf of GDS shall pass to and be accepted by County when the vehicle transporting the Waste is fully unloaded at the Landfill. Ownership of Unacceptable Waste delivered to the Landfill by or on behalf of GDS shall not pass to the County at any time unless County agrees in advance to accept such Unacceptable Waste.
- 4.05 County may detain and inspect the contents of all vehicles owned or operated by GDS that are delivering Waste to the Landfill. GDS agrees to monitor and inspect on a regular basis the contents of its vehicles in order to ensure that the Waste being delivered to the Landfill contains no Unacceptable Waste.
- 4.06 GDS shall not deliver any Unacceptable Waste to the Landfill. If any Unacceptable Waste is unintentionally delivered by or on behalf of GDS, County shall have the right to refuse or reject such waste, or, if not detected prior to it being deposited at the Landfill, County may remove such waste and assure its proper disposal, all at GDS expense, which expense GDS agrees to promptly pay upon presentation by County of an invoice setting forth the costs in reasonable detail.
- 4.07 If County should decline to accept any waste due to its special handling requirements or unacceptable nature, GDS shall have the right to dispose of such waste at another facility.
- 4.08 County shall not be responsible for the transportation of Waste to the Landfill. County shall not be responsible for the transportation or redelivery to GDS, or elsewhere, of any Waste, including without limitation Unacceptable Waste, to the Landfill by or on behalf of GDS.
- 5. Termination. County may terminate this Agreement upon (i) any breach or default of this Agreement by GDS or (ii) an event of Force Majeure that continues unabated for a period of sixty (60) days and renders County unable, wholly or in part, to effectively or efficiently carry out any significant portion of its obligations under this Agreement.
- 6. Representations and Warranties of GDS. GDS represents and warrants to County as follows:
  - 6.01 GDS has full legal right, power and authority to enter into and to fully and timely perform its obligations under this Agreement;
  - 6.02 GDS duly authorizes, executes and delivers this Agreement, and acknowledges that this Agreement constitutes a valid and legally binding obligation of GDS.
  - 6.03 GDS has obtained all necessary licenses and permits required to operate solid waste transportation vehicles in order to deliver Waste to the Landfill.
- 7. Indemnification.
  - 7.01 GDS agrees to indemnify and save harmless County, its agents, employees and attorneys from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees) ("Indemnified Costs"), caused by or resulting from any negligent or willful act or omission of GDS, its agents or employees in connection with this Agreement or resulting from a breach by GDS of any of the agreements, representations, or warranties of GDS contained in this Agreement. This indemnity obligation of GDS under this Section shall survive the expiration or termination of this Agreement subject to any applicable statute of limitation.

7.02 County agrees to indemnify and save harmless GDS, its officers, directors, shareholders, agents, employees and attorneys from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees) ("Indemnified Costs"), caused by or resulting from any negligent or willful act or omission of the County, its agents or employees in connection with this Agreement or resulting from a breach by the County of any of the agreements, representations, or warranties of County contained in this Agreement. The indemnity obligation of County under this Section shall survive the expiration of termination of this Agreement subject to any applicable statute of limitation.

8. Notices. All notices or other communications to be given hereunder shall be in writing and shall be by registered or certified United States mail, return receipt requested, properly addresses as follows:

To the County: Catawba County  
PO Box 389  
Newton, NC 28658

Attn: Director of Utilities and Engineering

To GDS: GDS  
PO Box 2943  
Hickory, NC 28603

Attn: Drew Isenhour

Change of address by either party shall be by notice given to the other in the same manner as above specified. Any notice or other communication under this Agreement shall be deemed given upon actual delivery as shown by the return receipt.

9. Miscellaneous. This Agreement sets forth the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes all arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of either party hereto. There are no restrictions, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective subsidiaries, successors and assigns; provided, however, that no party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted the waiver. The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that any provision may be invalid or unenforceable in whole or in part. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. All warranties and indemnification contained herein shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first above written.

REPUBLIC SERVICES OF NORTH CAROLINA, LLC

By: \_\_\_\_\_

Drew Isenhour, Vice-President

ATTEST : (SEAL)

By: \_\_\_\_\_

Bill Schrum, Assistant Secretary

CATAWBA COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_



Katherine W. Barnes, Chair

ATTEST: (SEAL)

By: \_\_\_\_\_

Thelda B. Rhoney, Clerk

THIS INSTRUMENT has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date: \_\_\_\_\_

Rodney N. Miller, Director of Finance

APPROVED AS TO FORM:

Date: \_\_\_\_\_

Robert Oren Eades, Attorney

Chair Barnes asked if anyone in the audience wished to make comments.

David Underdown, Hickory Springs, said they employ over 1,200 in its 15 facilities in Catawba County, and he recommended that the Commissioners vote in favor of the franchise. They recycle and have worked with GDS to reduce solid waste volume. GDS was willing to work with them and GDS provides good service. GDS negotiated and cut cost where they could.

Mark Sinclair, Resident Director, Catawba Science Center, recommended that the Board award the franchise to GDS. GDS has been a supporter of the Science Center during the past 10-years.

Mitzi Gelman, Habitat for Humanity, recommended that the Board approve the GDS franchise. GDS provided a generous donation to Habitat's Building on Faith and donates dumpsters when needed.

David Looper, David E. Looper & Co, is a contractor in Western North Carolina and South Carolina and is a big user of GDS services. GDS has been exemplary in its services.

David Black, Aiken-Black, said GDS does a wonderful job for his company. They are very service oriented and their prices are not outrageous. They maintain quality equipment.

Joey Lamb, Twin City Knitting, said they have six facilities that use GDS services. GDS responds very quickly to his company and they consider themselves to be a good corporate citizen. GDS works well with its customers. He recommended that the Board award the franchise to GDS.

Steve Mull, Galaxy Foods, said GDS had provided services in a professional manner for over 20 years. He had a lot of perishables during the power outage during Hurricane Hugo in 1989 and GDS was there to assist. He said GDS is a very good corporate citizen.

Robert Hibbitts, former Chairman, Catawba County Board of Commissioners, spoke on behalf of GDS and he urged the Board to vote favorably in awarding the franchise for the next 10 years. They are know for their corporate generosity. GDS has earned state and national awards.

Joe Lutz, Catawba County Chamber of Commerce, said GDS has been a corporate citizen and sponsors a lot of programs for the Chamber. GDS has provided a lot of volunteers.

Drew Isenhour, Area President for Republic Service in North Carolina known as GDS, said GDS has provided services to Catawba County since 1947. In 1969 GDS was awarded its first franchised in the unincorporated areas of Catawba County. He gave a brief history of his company's service in Catawba County. He said the 10-year agreement allows their company to invest more than \$22 million in fixed assets. He thanked the Board of Commissioners, County Staff, citizens, customers, and GDS employees.

County Attorney Robert Oren Eades reviewed the NC General Statutes and he reviewed the ordinance and contracts which will become effective July 1, 2004.

The Board members said they appreciated the citizens and GDS employees attending the meeting in support of the GDS franchise.

After a brief discussion, Commissioner Hunsucker made a motion to adopt the aforementioned ordinance approving the solid waste management and disposal contracts on first reading. The motion carried unanimously.

Note: Second reading will be held at the regularly scheduled October 6, 2003, Board of Commissioners' meeting.

At 8:30 p.m. Chair Barnes called for a five minute break.

At 8:35 p.m. Chair Barnes called the meeting back to order.

2. The Board requested Utilities and Engineering Director Barry B. Edwards update the Board on SECC Loop Phase I waterline.

Utilities and Engineering Director Barry Edwards updated the Board on issues related to the installation of waterlines on Joe Johnson Road as part of the SECC Loop Phase I (NC 150 project). He said the County Manager awarded the bid for this project to Ronnie Turner Construction Company with a bid amount of \$57,300. The County received additional bids on the project from Max Prestwood Water and Sewer, Inc. with a bid amount of \$62,430 and from Hickory Sand Co. with a bid amount of \$72,290. This extension had to be expedited due to Prodelin being without a water source on October 31, 2003. The project is expected to take four weeks to construct and is funded from the SECC Loop Phase I project funds as planned.

- c. Planning Department:

1. Discussion of Kennels.

Planning Director Jacky M. Eubanks said Catawba County did a comprehensive revision of the Zoning Ordinance in 1989 that became effective on January 1, 1990. Kennels are allowed as a special use in the R-2, R-3, C-3 Commercial and E-1 and E-2 Industrial Districts. The definition of a special use is a use that would not be appropriate generally or without special study throughout the zoning district but which, if controlled as to number, size, location or relation to the neighborhood, would promote the public health, safety and general welfare of the community. The list of special uses require special care in the control of their location and methods of operations. He reviewed the special use criteria.

From January 1990 until September, 2001 the Planning Department has had four special use requests for a kennel. The kennel special use criterion was amended in September of 2001 due to the adjacent property owners comments at the last special use permit issued for a kennel. Property owners abutting the proposed kennel site voiced their concerns regarding noise, security, decrease in property values, animal waste, odor and number of dogs a kennel could accommodate.

Since amending the ordinance regarding kennels, staff has received one request to expand a kennel (denied because applicant did not have the required setback or acreage) and two persons inquiring about the regulations for a kennel.

Mr. Eubanks said Planning Staff recommended that the Board of Commissioners revisit the proposed amendments to Chapter 44, Article X, Special Uses, Section 44-362 Kennels which was tabled at the August 18, 2003, Board of Commissioners meeting. He said the Commissioners could consider one of the following options:

1. A motion to approve the Planning Boards' recommendation to amend Section 44-362.
2. A motion to deny the Planning Board's recommendation and not amend Section 44-362 Kennels, and instruct staff to revisit the definition of a kennel and the standards used to approve the special use request.

Mr. Eubanks said staff would do further research defining standards associated with commercial kennel operations as well as standards to deal with the issue of domestic animals

housed for noncommercial purposes in association with the Animal Control Ordinance. This research could be conducted as a stand-alone study or as part of the United Development Ordinance process.

Commission Beatty made a motion to take the issue off the table for discussion. The motion carried unanimously.

After a brief discussion, Commissioner Beatty made a motion to leave the current ordinance in place until the study is completed in terms of definition of kennels and suggestions made about variances of current ordinance and recommendations by staff. The motion carried unanimously.

d. Mental Health Department:

1. Mental Health Budget Revision.

Mental Health Director John M. Hardy said the Finance and Personnel Subcommittee recommended that the Board of Commissioners approve a budget revision to increase the current Mental Health budget by \$1,189,156 bringing it to \$16,151,857. The Fiscal Year 2004 budget was prepared in January 2003. Staff is adjusting operational line-items based on actual prior year expenditures for July 2002 through June 2003. Revenues and expenses are realigned to incorporate additional State funding allocations. Changes to State funding allocations include revenue for all age/disability and special population groups. Medicaid revenues are also realigned to adjust fee receipts to the current level of contracted services provided to clients.

Adjustments include the following:

STATE FUNDS – (Additional Allocations) \$ 432,657

Additional allocations will provide funding for the necessary operational expenses in various departments that we not included in the original Mental Health budget. The Fiscal Year 2004 budget was prepared in January 2003 and line-items are adjusted based on actual prior year expenditures for July 2002 through June 2003.

Comprehensive Treatment Services Program (CTSP)	\$ 180,466
Adult Substance Abuse	( 52,411)
Child Substance Abuse	53,166
Child Mental Health	43,387
Adult Substance Abuse	( 17,879)
Mentally Retarded/Mentally Ill (MR/MI)	126,817
Adult Mental Health	84,111
Adult Development Disabilities	3,000
Child Development Disabilities	15,000

STATE GRANT \$ 112,401

Criminal Justice Partnership Program ( CJPP ) \$ 112,401

Funding to provide substance abuse clients cognitive skills training.

MEDICAID - Contract Fee Revenues \$ 631,052

Increased Medicaid collections are a direct response to increased demand for services provided through private service providers who draw Medicaid funds through this agency. Contract line-items are increased for the following areas:

-Community Support Program (CSP) Medicaid Services -  
Contract services for Adult Mental Health clients \$ 10,000

-CTSP Contracts – Services include: Residential \$271,052  
and Community Based Services (CBS) to CTSP eligible  
children through contracts with multiple contracted providers;  
outpatient services to Medicaid eligible children

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-Thomas S Services – MR/MI contracts for residential CBS, personal assistance and supported employment      \$150,000

-Development Disabilities (DD) Medicaid Services – CBS services for individuals with Developmental Disabilities – individuals and groups (through various private providers)      \$200,000

**MENTAL HEALTH FUND BALANCE INCREASE      \$ 13,046**

Fund Balance is being increased in the following areas: 1) \$40,000 is appropriated to fund expenditures for outpatient treatments for clients that come through the Drug Treatment Courts. A grant was applied for with the Administrative Office of the Courts; however, the grant was not awarded. Other funding is being sought to fund these services. To keep the process that is currently in place, fund balance is being used to fund these expenditures. 2) \$41,000 to cover anticipated Medicaid refund paybacks.

Fund balance will decrease in other areas in the amount of \$67,954. These funds will be replaced by additional State dollars to be received.

This revision adds no new positions and requests no additional County funding.

**SUPPLEMENTAL APPROPRIATIONS**

Account Number		Account Number	
Expenditures:		Revenues:	
110 530101		110 530101	
856900 Contract Services	152,401	690101 Fund Balance Applied	40,000
		635012 CJPP Grant	<u>112,401</u>
			152,401
110 530901		110 530901	
831040 EAP Expenses	1,218	690101 Fund Balance Applied	112,218
839015 Computer Supplies	20,000		
841010 Travel	2,500		
841055 Educational Events	1,500		
841505 Telephone	35,500		
841510 Postage	6,000		
842010 Electricity	3,000		
842510 Repair & Maint-Bldg/Grds	1,500		
991300 Mental Health Refund	<u>41,000</u>		
	112,218		
110 531001		110 531001	
915570 CSP Medicaid	10,000	672151 Medicaid-Contracts	10,000
110 531011		110 531011	
812500 Part-time Wages	4,000	690101 Fund Balance Applied	4,000
110 531021		110 531021	
856303 CCU	20,000	690101 Fund Balance Applied	20,000
110 531031		110 531031	
831090 Other Misc Operating	3,700	690101 Fund Balance Applied	3,700
110 532001		110 532001	
812200 Overtime	4,000	633105 CTSP	180,466
812500 Part-Time Wages	3,000	672151 Medicaid – Contracts	271,052
915570 CSAS Program Mgt	50,000	690101 Fund Balance Applied	<u>(44,518)</u>
915950 CTSP Contracts	<u>350,000</u>		407,000
	407,000		

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110 532021		110 532021	
812500 Part-Time Wages	8,500	622400 Adult Substance Abuse	(52,411)
841030 Printing & Binding	7,500	622500 Child Substance Abuse	53,166
856900 CSAS Other Professional	<u>12,000</u>	635100 Child Mental Health	43,387
	28,000	635400 Adult Substance Abuse	(17,879)
		690101 Fund Balance Applied	<u>1,737</u>
			28,000
110 533001		110 533001	
911350 Thomas S. Services	150,000	633209 MR/MI -Thomas S. Funds	118,407
915570 DD Medicaid Services	<u>200,000</u>	672151 Medicaid - Contracts	350,000
	350,000	690101 Fund Balance Applied	<u>(118,407)</u>
			350,000
110 533031		110 533031	
812500 Part-Time Wages	2,200	635200 Adult Dev Disabilities	3,000
857900 Life Skills – Other Prof	<u>3,000</u>	690101 Fund Balance Applied	<u>2,200</u>
	5,200		5,200
110 534021		110 534021	
856900 ECIS – Other Professional	12,000	635300 Child Dev Disabilities	12,000
110 537011		110 537011	
812100 Salaries	19,727	635000 Adult Mental Health	84,111
		690101 Fund Balance Applied	<u>(64,384)</u>
			19,727
110 538001		110 538001	
812500 Part-Time Wages	55,000	690101 Fund Balance Applied	55,000
110 538043		110 538043	
835005 Motor Fuels	1,500	690101 Fund Balance Applied	1,500
110 538047		110 538047	
911350 MR/MI Services	8,410	633209 MR/MI – Thomas S Funds	8,410

Commissioner Hunsucker made a motion to approve the Mental Health Budget Revision. The motion carried unanimously.

11. Attorneys' Report. None.
12. Manager's Report. None.
13. Other items of business. None.
14. Adjournment.

At 8:50 p.m. there being no further business to come before the Board, Commissioner Beatty made a motion to adjourn. The motion carried unanimously.

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Katherine W. Barnes  
Chair, Board of Commissioners

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Thelda B. Rhoney  
County Clerk